

2.6 Provide up to date and accurate information and documentation and disclose all facts that may be relevant to the provision of services or that we may request

2.7 Ensure that any requests to invest are lawful and do not amount to insider dealing, market manipulation or is a breach of any securities law or other law or regulation

3. CUSTODY OF PRSA ASSETS

3.1 The PRSA Contributor agrees to appoint Bank of Ireland as Custodian of the PRSA Contributors cash assets in the PRSA working bank account. The PRSA Contributor may nominate another credit institution to perform this Custodian function however prior approval must be obtained before different credit institutions can be appointed

3.2 The Investment Manager will hold custody of the units in the exempt unit trust for the benefit of the PRSA Contributor

3.3 The Investment Manager will not hold the PRSA Contributor's investment instruments on its own books

3.4 The Investment Manager, at the request of the PRSA Contributor, may appoint a third party investment manager and Custodian for individual investments. The PRSA provider will require a service level agreement to be put in place in advance of transferring any PRSA funds

4. LIABILITY OF INVESTMENT MANAGER

The Investment Manager shall not be liable for any loss or damage, whatsoever or howsoever occurring, or for any depreciation in value howsoever arising by reason of the exercise or non-exercise of the powers or discretion hereby imposed on or undertaken by the Investment Manager or any diminution in the value of assets or any part thereof or by reason of the assets or any part thereof failing to appreciate in value or failing to produce any return on the capital invested save for any loss or damage resulting from the Investment Manager's fraud, willful default, negligence, bad faith or reckless disregard of its obligations and duties under this Agreement.

5. INDEMNITY

The PRSA Contributor shall indemnify the Investment Manager against any and all costs and claims incurred or suffered arising directly or indirectly out of the execution by Investment Manager of my Investment instruction and/or making the investment or otherwise in connection with the investment.

6. ADVICE

The Investment Manager will not offer any advice to the PRSA Contributor. The PRSA Contributor must appoint a Financial Broker who shall be solely responsible for the advice on both the PRSA and all investments held within the PRSA.

The Financial Broker will be responsible for assessing suitability of both the PRSA and any investment and will be fully responsible for ensuring that the investments are to the best advantage of the PRSA Contributor.

7. SERVICES NOT TO BE EXCLUSIVE

The services of the Investment Manager to the PRSA Contributor are not to be deemed exclusive and the Investment Manager shall be free to render similar services to others so long as its services hereunder are not impaired thereby or constitute a conflict of interest. In addition, the PRSA Contributor shall be free to use other third party investment managers for services whether or not covered by the Agreement.

8. EFFECTIVE DATE

This Agreement shall become effective on the date herein before written and shall remain in effect until terminated in accordance with the provisions for termination contained herein.

9. TERMINATION OF THE AGREEMENT

9.1 The Agreement shall continue in full force and effect unless and until terminated by either party without the payment of any penalty, upon not less than thirty days' notice in writing to the other party.

9.2 The Investment Manager shall be obliged to continue all of its obligations under this Agreement during the notice period unless directed otherwise by the PRSA Contributor.

9.3 Before the end of the thirty day notice period the Investment Manager shall deliver to the PRSA Contributor, or as the PRSA Contributor shall direct, all books of account, records registered, correspondence, documents and assets relating to the affairs of or belonging to the PRSA Contributor in the possession of or under the administration control of the Investment Manager.

9.4 Termination of this Agreement shall be without prejudice to any transactions already initiated.

10. SURVIVAL OBLIGATIONS AFTER COMPLETION

The warranties, indemnities, undertakings and obligations contained in this Agreement shall remain in force and effect, notwithstanding termination.

11. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other that:-

(a) it has and will have full power and capacity to enter into and perform its obligations pursuant to this Agreement and that the terms and conditions contained in this Agreement are and will be legally binding upon it; and

(b) it shall obtain and maintain in effect all necessary consents or approvals of any governmental or other regulatory body and shall comply with the terms of the same and with all applicable laws, regulations or directives of such bodies and authorities and shall provide to the other party copies of such consents or approvals as that party may reasonably request in writing.

12. GOVERNING LAW

The Agreement shall be governed by and constituted in accordance with the laws of Ireland.

13. ENTIRE AGREEMENT

This entire Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior agreements, arrangements, letters and discussions between the Parties.

14. FORCE MAJEURE

Neither of the Parties shall be liable for any failure in the performance of their obligations under the Agreement caused by factors outside their control.

15. AMENDMENT TO TERMS

In the event that we have to amend this agreement Quest Retirement Solutions Ltd will communicate with you and your Financial Broker by email. Quest Retirement Solutions Ltd will give you at least two months' notice of any changes to our Terms. You are deemed to have consented to any alteration that may be effected to these terms if Quest Retirement Solutions Ltd do not receive notification otherwise from you, in writing, within the time that the changes were notified to you and their coming into effect. If any changes are deemed by Quest Retirement Solutions Ltd to be incidental or to your advantage they may be brought into effect immediately and Quest Retirement Solutions Ltd will notify you of these changes and how they might affect you after the event of change.



**Investment Manager
Signature:**

Date: / /

Declaration of PRSA Contributor

I confirm that I have received in writing the information specified in the above declaration.



PRSA Contributor Signature:

Date: / /

Data Protection Notice

Quest Retirement Solutions Ltd ('Quest Retirement Solutions') will keep the information you provide, for the purposes of, and in connection with, this application, about yourself and about third parties confidential. Quest Retirement Solutions will use it to administer this application and any subsequent appointment (agreement), and in order to comply with legal obligations imposed on it. Quest Retirement Solutions is committed to safeguarding your personal data through its obligations under the Data Protection Acts. Further details of our data processing practice and your data protection rights are included in our Data Protection Policy. This policy is available on our website and/or in hard copy format from Quest Retirement Solutions Ltd, Unit 2A Elm House, Millennium Park, Naas, Co. Kildare, W91 CX8V.

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